

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

LEXON INSURANCE COMPANY
12890 Lebanon Road
Mt. Juliet, TN 37122

Plaintiff,

v.

Civil Action No. _____

DANIEL H. FAIRCLOTH, JR.
930 Bentwater Drive
Lucas, TX 75002

TRACY FAIRCLOTH
930 Bentwater Drive
Lucas, TX 75002

LNR LOGISTICS, LLC
2221 Lakeside Blvd., Suite 1105
Richardson, TX 75082
Serve: Stephen P. Webb
2028 E Ben White Blvd
Suite 425
Austin, TX 78741-6915

2ND CHANCE TRANSPORT, INC
15647 S Greenwood
Dolton, IL 60419
Serve: Michelle L. Carey
150 South Wacker Drive, Ste 2600
Chicago, IL 60606

5 STAR SOUTH AUTO TRANSPORT INC
624 Midway Road
Midway, TN 37809
Serve: Lisa Blackwell
1477 Joppa Road
Walling, TN 38587

ABS AUTO CARRIERS LLC
14955 Big Oak Bay Rd
Tyler, TX 75707

Serve: All States Truck Permits
128 East 5th St
Hereford, TX 79045

ACE TRUCK & TRAILER LLC
3000 SE 144th St
Stewartsville, MO 64490
Serve: Joseph E Rebman
165 N Meramec Ave Ste 310
St Louis, MO 63105

ALWAYS AUTO TRANSPORT LLC
52 Haverhill Rd
Joppa, MD 21085
Serve: Dixie C. Newhouse
13120 Ingram Drive
Smithsburg, MD 21783

AMERICAN AUTO TRANSPORT INC.
1001 Ogden Ave, Ste 202
Downers Grove, IL 60515
Serve: Edward D. McNamara Jr.
931 S. 4th Street
Springfield, IL 62705

ANDY&SONS AUTOTRANS INC
5911 N Nagle Ave
Chicago, IL 60646
Serve: Daniel C. Sullivan
120 W. 22nd Street, Suite 100
Oak Brook, IL 60523

ANS TRANSPORT LLC
625 Brightwell Dr
Boiling Springs, SC 29316
Serve: Lil Rikard, Trucker's Consultant
28 Old Springs Rd
Columbia, SC 29223

ARARAT TRANSPORTATION, INC.
6 Gracie Ln
Swampscott, MA 01907
Serve: James M. Burns
785 Williams St #428
Longmeadow, MA 01106

ATGT TRANSPORTATION LLC
1057 Floyd Terr
Bryn Mawr, PA 19010
Serve: Marlene Stein
1114 McCleary St
McKeesport, PA 15132

AY TRUCKING INC
445 Winks Ln
Bensalem, PA 19020
Serve: Legal-Ease Enterprise Inc
6137 Mulberry St #1
Philadelphia, PA 19135

BAD BOY TRANSPORT INC.
PO Box 636
Nicholls, GA 31554
Serve: The Financial Integrity Group / Dawn
Richardson
410 E Taylor St Ste G
Griffin, GA 30223

CLAUDIA AUTO TRANSPORT, LLC
680 California Rd
Brownsville, TX 78521
Serve: Robert M. Asbury
5731 Lysons View Pike Ste 206
Knoxville, TN 37919

COASTAL AUTO TRANSPORT LLC
4928 US Hwy 301 S., Ste 198
Hope Mills, NC 28348
Serve: Ann Self Sigmon
1606 E. Church Street
Cherryville, NC 28021

CODY MORROW d/b/a MORROW TRANSPORT
5120 N 1 St
Abilene, TX 79603
Serve: Jeffrey Fultz
10343 Sam Houston Park Dr., #210
Houston, TX 77064-4656

COMER'S CAR-GO LLC
110 Walnut St
Lewis , IA 51544

Serve: Timothy L. LaPointe
23 Third Street NW
Mason City, IA 50402-0525

CONTINENTAL TRANSPORT EXPRESS,LLC
26285 Broadway Ave Unit B
Oakwood Village, OH 44146

Serve: Dan Cavanaugh, TMC
89 West Martin St.
East Palestine, OH 44413

CRC TRANSPORT LLC
3856 Emerille Dr
Foley, AL 36535
Serve: J Expedious Envoy
3043 Hunters Run
Gardendale, AL 35071

DEALER LOGISTICS LLC
PO Box 28424
Saint Louis, MO 63146
Serve: Parson and Nunan, Inc.
106 N. Fourth
Edina, MO 63537

DIESEL AUTO EXPRESS LLC
12711 NE 95th St, Ste B
Vancouver, WA 98682
Serve: Trucking Compliance & Consulting
LLC
19435 68th Ave S #S100
Kent, WA 98032

DIOR MOVE MOTORS LLC
117 E Amosland Rd
Norwood, PA 19074
Serve: Legal-Ease Enterprise Inc
6137 Mulberry St #1
Philadelphia, PA 19135

DK EXPRESS INC
172 Prospect St.
Chicopee MA 01013
Serve: Dmitriy Kudrya
172 Prospect St
Chicopee, MA 01013

DRIVEN UNLIMITED LLC

1833 Alonsdale
Garland, TX 75040

Serve: Justin Chaney / Texas Legal Process
Group
501 Parkview Drive
Burleson, TX 76028

DYLAN EXPRESS CORP

20160 NW 46 Ave
Miami Gardens, FL 33055

Serve: Marvin I. Moss
20801 Biscayne Blvd., Ste. 506
N Miami Beach, FL 33180-1430

EAST LINES GROUP LLC

353 West 48th Street, Suite 455
New York City, NY 10036

Serve: Registered Agents Inc.
90 State St Ste 700 Office 40
Albany, NY 12207

EASTSIDE CARS LLC

416 Hoxie Ave
Calmute City, IL 60409

Serve: Plates & Permits Trucking Services, Inc.
4711 MidothianTkp, Ste 11
Crestwood, IL 60445

EASY AUTO TRANSPORT INC

2051 Champagne Dr, Ste H
Asheboro, NC 27203

Serve: Ruth Reynolds
1636 Glenn Street
Charlotte Casar, NC 28205

EXPEDITE LOGISTICS INC

6930 Brookmill Rd, Apt 2C
Baltimore, MD 21215

Serve: Creaser & Newhouse P.A./ Dixie C.
Newhouse
82 W. Washington St.
Hagerstown, MD 21740

FAST CRAFT TRANSPORTATION LLC
2811 Turnbuckle Cir
Elk Grove, CA 95758

Serve: On Point Process Service, LLC
3056 Castro Valley Blvd., Suite 83
Castro Valley, CA 94546

FBI EXPRESS INC
1434 Memorial Ave
West Springfield, MA 01089
Serve: James M. Burns
785 Williams St #428
Longmeadow, MA 01106

FIELDS & FIELDS TRANSPORT LLC
5440 San Patricio Dr
Grand Prairie, TX 75052
Serve: Kenneth Becker
2764 Shamrock Circle
Montgomery, TX 77316

G & R HEAVY HAULIN CORP
205 NW 136 Ct
Miami, FL 33182
Serve: Marvin I. Moss
20801 Biscayne Blvd., Ste. 506
N Miami Beach, FL 33180-1430

GREAT SILK RD TRANSPORTATION INC
13151 Bustleton Ave E25
Philadelphia, PA 19116
Serve: Martin's Permit Agency / Gayle
Fasnacht
132 North Reamstown Road
Stevens, PA 17578

HAPPY AUTO TRANSPORT, CORP
43 Glenwood Street
Malden, MA 02148
Serve: Joseph S. U. Bodoff
53 State Street 15th Floor
Boston, MA 02109

HEAVY HAUL SOLUTIONS LLC
386 Sims Chapel Rd
Spartanburg, SC 29306

Serve: Lil Rikard, Trucker's Consultant
28 Old Springs Rd
Columbia, SC 29223

HIGH END AUTO TRANSPORT LLC
1080 Cockrell Dr NW
Kennesaw, GA 30152

Serve: Jason C. Gonzalez
2609 Welcome Rd.
Newman, GA 30263

ID TRANSPORT INC
8995 Kennedy Drive 2F
Des Plaines, IL 60016
Serve: Plates & Permits Trucking Services, Inc.
4711 MidothianTkp, Ste 11
Crestwood, IL 60445

INROAD AUTOMOBILE, INC.
10 Main St Ste 232
Woodbridge, NJ 07095
Serve: Walter Krupski
710 State Route 57
Stewartsville, NJ 08886

JANA TRANSPORTATION INC
10016 Sandmeyer Ln
Philadelphia, PA 19116
Serve: John Irwin / CNS Truck Licensing
58 Copperfield Circle
Lititz, PA 17543

JOHN LARRY YODER d/b/a JOHN L EXPRESS
152 Pheasant Valley Rd
Lewistown, PA 17044
Serve: Kevin Cornish
405 E Oak St
Coudersport, PA 16915

KEEP IT MOVIN TRANSPORT LLC
1498 Matthew Allen Cir
Kannapolis, NC 28081
Serve: Robert Smith
2001 Shangri-La Lane
Conover, NC 28613

LAMIL DIESEL SERVICES
3527 Bent Oak St E
Greenville, TX 75401

Serve: John C. Sims
1205 Broadway
Lubbock, TX 79408

LONGMILE AUTO HAUL INC.
2391 Carrboro Ct
Naperville, IL 60565

Serve: Margarret Kazielsko / Anzo Company
911 Samac Ct.
Liuolenhurst, IL 60046

MC TRANSPORTATION LLC
5318 Bannon Crossing Drive
Louisville, KY 40218

Serve: Gregory M. Funfsinn
771 Corporate Dr. Suite 900
Lexington, KY 40503

MCDUFFIE AUTO TRANSPORT, INC.
600 N Branch Ct
Abingdon, MD 21009

Serve: Douglas Morris
8220 Champion Ct.
Pasadena, MD 21122

MIKE MOVE MOTORS LLC
720 N 7th St
Camde, NJ 08102

Serve: Certified Process Service LLC

67 Willis Drive
Ewing, NJ 08628

MONWAY EXPRESS, LLC
1109 N Greenfield Ln
Mount Prospect, IL 60056

Serve: Daniel C. Sullivan
120 W. 22nd Street, Suite 100
Oak Brook, IL 60523

MOORE & MORE TRANSPORT LLC
1800 Binford Lane
Henrico, VA 23223

Serve: Anthony H. Monioudis, Esq.
341 Main Street Suite 201
Danville, VA 24541

MUELLER AUTOMOBILE TRANSPORT LLC d/b/a
SUPERTRANSPORT
605 Madison St
Pleasant Hill, MO 64080

Serve: Brainerd W. LaTourette, Jr.
714 Locust St.
Saint Louis, MO 63101

NATIONAL SPECIALTY CONTRACTING, LLC
d/b/a NATIONAL
481 NW 2001 Road
Kingsville, MO 64061

Serve: Christina Rene Wade
2205 Playground Road
Caruthersville, MO 63830

OK TRANS LLC
302 Plantation View Ct
Warner Robins, GA 31088

Serve: The Financial Integrity Group / Dawn
Richardson
410 E Taylor St Ste G
Griffin, GA 30223

ONLY WAY LLC
2416 Society Dr
Claymont, DE 19703
Serve: Steven D. Goldberg
222 Delaware Avenue, Suite 1200
Wilmington, DE 19801

ORGIL AUTO INC.
2565 Independence Ave
Glenview, IL 60026
Serve: Edward D. McNamara Jr.
931 S. 4th Street
Springfield, IL 62705

PAPER IMPEX USA INC
7777 State Rd
Philadelphia, PA 19136

Serve: Kevan F. Hirsch
910 Harvest Drive
Blue Bell, PA 19422

RGV AUTO TRANSPORT INC
6401 US Hwy 281
Brownsville, TX 78520

Serve: John Sims
1205 Broadway Street
Lubbock, TX 79408

RND TRANSPORT LLC
3062 Burr Oak Dr.
Huber Heights, OH 45424
Serve: Eric Beery
5025 Arlington Centre Blvd Suite 55
Columbus, OH 43220

S&S USED AUTO SALES LLC d/b/a S&S AUTO
TRANSPORT
52 Business Hwy 54
Eldon, MO 65026
Serve: William F. Ferrell
623 State Highway H
Sikeston, MO 63801

SCOTT JOHN SANCHEZ d/b/a SANCHEZ AUTO
TRANSPORT
621 Osprey Dr
Patterson, CA 95363
Serve: Peter S. Doody
401 West A St., Suite 2600
San Diego, CA 92101

SELECT AUTOMOTIVE GROUP, LLC
219 D Two Notch Rd
Lexington, SC 29073
Serve: Robert D. Moseley Jr.
4324 Wade Hampton Blvd Ste B
Taylors, SC 29687-2243

STATE WIDE TRANSPORTATION INC
100 S Atkinson Rd, Ste 210
Grayslake, IL 60030

Serve: Patrick H. Smyth
105 West Madison Street, Suite 901
Chicago, IL 60602

STEARNY TRANSPORT LLC
81 Trenton Hwy
Milan, TN 38358

Serve: Kenneth Hunter
80 Nowell Rd
Medina, TX 38555

T&M TRUCKING LLC
14210 Russ Leach Ave
El Paso, TX 79938

Serve: Dian Fonseca
2591 Dallas Pkwy Suite 300
Frisco, TX 75034

TAURUS AUTO GROUP INC
16W455 S Frontage Rd, Unit 300
Burr Ridge, IL 60527

Serve: Michelle L. Carey
150 South Wacker Drive, Ste 2600
Chicago, IL 60606

TAYLOR AUTO TRANSPORT INC
3523 East Third St
Dayton, OH 45403

Serve: DESIRAE KINA
819 Kingsbury St Ste 104
Maumbee, OH 43537

UMBRELLA AUTO TRANSPORT INC
1 Emy Ln
Morrisville, PA 19067

Serve: John Irwin / CNS Truck Licensing
58 Copperfield Circle
Lititz, PA 17543

UNITED EAGLE INC
PO Box 253
Scranton, PA 18501
Serve: John Irwin / CNS Truck Licensing
58 Copperfield Circle
Lititz, PA 17543

UPSTATE AUTO HAUL LLC
114 Harbour Point Drive
Chesnee, SC 29323

Serve: Robert D. Moseley Jr.
4324 Wade Hampton Blvd Ste B
Taylors, SC 29687-2243

US AUTO TRANSPORT INC
1351 Atlanta Hwy
Cumming, GA 30040

Serve: Atlanta Legal Services Inc
3301 Buckeye Rd Suite 303
Atlanta, GA 30341

VALTER & SONS LLC
8 Grissom Dr
Bear, DE 19701

Serve: Parcels Inc
1111B South Governors Ave.
Dover, DE 19904

WHITE HAWKS AUTO LLC
4465 Pacific Coast Hwy, # B302
Torrance, CA 90505

Serve: Rita Soliz
2419 Nielson Street
El Cajon, CA 92020

WINFREE TRANSPORTATION LLC
5614 Franklin Ln
Lafayette, TN 37083

Serve: Transcomp Permit & Fuel Tax Svcs,
LLC
5901 Shallowford Rd. Ste., 104
Chattanooga, TN 37422-6217

Z PROMOTION LLC
2233 West Hilltop Ln
Oak Creek, WI 53154

Serve: Christopher Walther
4425 N Port Washington Rd Suite 140
Milwaukee, WI 53212

TBS FACTORING SERVICE, LLC, ASSIGNEE OF
2ND CHANCE TRANSPORT, INC
7740 NW 85th Terrace
Oklahoma City, OK 73132

Serve: T.B.S. Factoring Service L.L.C.
7740 NW 85th Terrace
Oklahoma City, OK 73132

OTR CAPITAL, ASSIGNEE OF
5 STAR SOUTH AUTO TRANSPORT INC
1000 Holcomb Woods Parkway, Bldg 300, Suite 315A
Roswell, GA 30076

Serve: C T Corporation System
289 S Culver St
Lawrenceville, GA 30046

INTEGRA FUNDING SOLUTIONS, ASSIGNEE OF
ABS AUTO CARRIERS LLC
6300 Ridglea Place, #1101
Fort Worth, TX 76116

Serve: Tracy A. Bolt
6812 Laurel Valley Drive
Fort Worth, TX 76132

TBS FACTORING SERVICE, LLC, ASSIGNEE OF
ALWAYS AUTO TRANSPORT LLC
7740 NW 85th Terrace
Oklahoma City, OK 73132

Serve: T.B.S. Factoring Service L.L.C.
7740 NW 85th Terrace
Oklahoma City, OK 73132

WEX BANK, ASSIGNEE OF COASTAL AUTO
TRANSPORT LLC
7090 South Union Park Center, Suite 350
Midvale, UT 84047

Serve: Corporation Service Company
15 West South Temple, Suite 600
Salt Lake City, UT 84101

VOLTURN LLC, ASSIGNEE OF
CONTINENTAL TRANSPORT EXPRESS,LLC
4062 Blossom Ct
Brunswick, OH 44212

Serve: Mariya Horyn
4062 Blossom Ct
Brunswick, OH 44212

COREFUND CAPITAL, ASSIGNEE OF
DIOR MOVE MOTORS LLC
1880 Santa Fe Dr #400
Weatherford, TX 76086

Serve: C T Corporation System
1999 Bryan St., Ste. 900
Dallas, TX 75201-3136

PORTER BILLING SERVICES, ASSIGNEE OF
DRIVEN UNLIMITED LLC
2112 1st Ave. N.
Birmingham, AL 35203

Serve: Hairston, William B III
109 North Twentieth Street 4th Floor
Birmingham, AL 35203

FIRST BANK & TRUST d/b/a FIRSTLINE
FUNDING GROUP, ASSIGNEE OF
EAST LINES GROUP LLC
110 N. Minnesota Ave., Suite 100
Sioux Falls, SD 57104-6467

Serve: Kimberlee Larson
110 N. Minnesota Ave., Suite 100
Sioux Falls, SD 57104-6467

TBS FACTORING SERVICE, LLC, ASSIGNEE OF
EASY AUTO TRANSPORT INC
7740 NW 85th Terrace
Oklahoma City, OK 73132

Serve: T.B.S. Factoring Service L.L.C.
7740 NW 85th Terrace
Oklahoma City, OK 73132

APEX CAPITAL CORP, ASSIGNEE OF
EXPEDITE LOGISTICS INC
6000 Western Place, Suite 1000
Fort Worth, TX 76107

Serve: Reghan Grasty
6000 Western Place, Suite 1000
Fort Worth, TX 76107
reghan.grasty@apexcapitalcorp.com

WEX BANK, ASSIGNEE OF
FAST CRAFT TRANSPORTATION LLC
7090 South Union Park Center, Suite 350
Midvale, UT 84047

Serve: Corporation Service Company
15 West South Temple, Suite 600
Salt Lake City, UT 84101

INTEGRA FUNDING SOLUTIONS, ASSIGNEE OF
FIELDS & FIELDS TRANSPORT LLC
6300 Ridglea Place, #1101
Fort Worth, TX 76116

Serve: Tracy A. Bolt
6812 Laurel Valley Drive
Fort Worth, TX 76132

APEX CAPITAL CORP, ASSIGNEE OF
HEAVY HAUL SOLUTIONS LLC
6000 Western Place, Suite 1000
Fort Worth, TX 76107

Serve: Reghan Grasty
6000 Western Place, Suite 1000
Fort Worth, TX 76107
reghan.grasty@apexcapitalcorp.com

TBS FACTORING SERVICE, LLC, ASSIGNEE OF
KEEP IT MOVIN TRANSPORT LLC
7740 NW 85th Terrace
Oklahoma City, OK 73132

Serve: T.B.S. Factoring Service L.L.C.
7740 NW 85th Terrace
Oklahoma City, OK 73132

BIBBY TRANSPORTATION FINANCE, ASSIGNEE
OF MCDUFFIE AUTO TRANSPORT, INC.
600 TownPark Lane Suite#450
Kennesaw, GA 30144

Serve: Corporation Service Company
40 Technology Parkway South, Ste 300
Norcross, GA 30092

COREFUND CAPITAL, ASSIGNEE OF
MIKE MOVE MOTORS LLC
1880 Santa Fe Dr #400
Weatherford, TX 76086

Serve: C T Corporation System
1999 Bryan St., Ste. 900
Dallas, TX 75201-3136

EXPRESS FREIGHT FINANCE, ASSIGNEE OF
MOORE & MORE TRANSPORT LLC
801 North 500 West Suite 202
Bountiful, UT 84010

Serve: C T Corporation System
1108 E South Union Ave
Midvale, UT 84047

PHOENIX CAPITAL GROUP, ASSIGNEE OF
ONLY WAY LLC
8707 E. Vista Bonita Dr. #240
Scottsdale, Arizona 85255

Serve: Bryan Alsobrooks
8707 E Vista Bonita Drive, Suite 240
Scottsdale, AZ 85255

ACCUTRAC CAPITAL, ASSIGNEE OF
RND TRANSPORT LLC
140 E. Ridgewood Ave., Suite 415 South Tower
Paramus, NJ 07652

Serve: Charles Sheppard
140 E. Ridgewood Ave., Suite 415
South Tower
Paramus, NJ 07652

CAPITAL CREDIT, ASSIGNEE OF
SCOTT JOHN SANCHEZ d/b/a SANCHEZ AUTO
TRANSPORT
7301 RR 620 North, Suite 155
Austin, TX 78726

Serve: Lewis Biehl Merrifield Iv
1804 Eagles Glen Cove
Austin, TX 78732

TBS FACTORING SERVICE, LLC, ASSIGNEE OF
T&M TRUCKING LLC
7740 NW 85th Terrace
Oklahoma City, OK 73132

Serve: T.B.S. Factoring Service L.L.C.
7740 NW 85th Terrace
Oklahoma City, OK 73132

FIRST BANK & TRUST d/b/a FIRSTLINE
FUNDING GROUP, ASSIGNEE OF
UNITED EAGLE INC
110 N. Minnesota Ave., Suite 100
Sioux Falls, SD 57104-6467

Serve: Kimberlee Larson
110 N. Minnesota Ave., Suite 100
Sioux Falls, SD 57104-6467

PORTER BILLING SERVICES, ASSIGNEE OF
UPSTATE AUTO HAUL LLC
2112 1st Ave. N.
Birmingham, AL 35203

Serve: Hairston, William B III
109 North Twentieth Street 4th Floor
Birmingham, AL 35203

OTR CAPITAL, ASSIGNEE OF
US AUTO TRANSPORT INC
1000 Holcomb Woods Parkway,
Building 300 – Suite 315A
Roswell, GA 30076

Serve: C T Corporation System
289 S Culver St
Lawrenceville, GA 30046

COREFUND CAPITAL, ASSIGNEE OF
VALTER & SONS LLC
1880 Santa Fe Dr #400
Weatherford, TX 76086

Serve: C T Corporation System
1999 Bryan St., Ste. 900
Dallas, TX 75201-3136

BIBBY TRANSPORTATION FINANCE, ASSIGNEE
OF WINFREE TRANSPORTATION LLC
600 TownPark Lane Suite#450
Kennesaw, GA 30144

Serve: Corporation Service Company
40 Technology Parkway South, Ste 300
Norcross, GA 30092

**COMPLAINT FOR INTERPLEADER,
INDEMNITY, AND POSTING OF COLLATERAL**

Comes the Plaintiff, Lexon Insurance Company (“Lexon”), by counsel, and for its Complaint for Interpleader against the Interpleader Defendants: 2nd Chance Transport, Inc, 5 Star South Auto Transport Inc, ABS Auto Carriers LLC, Ace Truck & Trailer LLC, Always Auto Transport LLC, American Auto Transport Inc., Andy&Sons Autotrans Inc, ANS Transport LLC, Ararat Transportation, Inc., ATGT Transportation LLC, AY Trucking Inc, Bad Boy Transport Inc., Claudia Auto Transport, LLC, Coastal Auto Transport LLC, Cody Morrow d/b/a Morrow Transport, Comer's Car-Go LLC, Continental Transport Express, LLC, CRC Transport LLC, Dealer Logistics LLC, Diesel Auto Express LLC, Dior Move Motors LLC, DK Express Inc, Driven Unlimited LLC, Dylan Express Corp, East Lines Group LLC, Eastside Cars LLC, Easy Auto Transport Inc, Expedite Logistics Inc, Fast Craft Transportation LLC, FBI Express Inc, Fields & Fields Transport LLC, G & R Heavy Haulin Corp, Great Silk Rd Transportation Inc, Happy Auto Transport, Corp, Heavy Haul Solutions LLC, High End Auto Transport LLC, ID Transport Inc, Inroad Automobile, Inc., Jana Transportation Inc, John Larry Yoder d/b/a John L Express, Keep It Movin Transport LLC, Lamil Diesel Services, Longmile Auto Haul Inc., MC Transportation LLC, McDuffie Auto Transport, Inc., Mike Move Motors LLC, Monway Express, LLC, Moore & More Transport LLC, Mueller Automobile Transport LLC d/b/a Supertransport, National Specialty Contracting, LLC d/b/a National, OK Trans LLC, Only Way LLC, Orgil Auto Inc., Paper Impex USA Inc, RGV Auto Transport Inc, RND Transport LLC, S&S Used Auto Sales LLC d/b/a S&S Auto Transport, Scott John Sanchez d/b/a Sanchez Auto Transport, Select Automotive Group, LLC, State Wide Transportation Inc, Stearny Transport LLC, T&M Trucking LLC, Taurus Auto Group Inc, Taylor Auto Transport Inc, Umbrella Auto Transport Inc, United Eagle Inc, Upstate Auto Haul LLC, US Auto Transport Inc, Valter & Sons LLC, White Hawks Auto LLC, Winfree Transportation LLC, Z Promotion LLC, and the

Indemnity Defendants, LNR Logistics, LLC, Daniel H. Faircloth, Jr. and Tracy Faircloth (collectively referred to as the “Indemnitors”) and states the following:

JURISDICTION

1. Jurisdiction is conferred on this Court pursuant to 49 U.S.C. §14704 for actions relating to motor carrier broker bonds and 28 U.S.C. §1332 which gives Federal District Courts original jurisdiction of any action on a bond executed under any law of the United States. The bond was filed with the Federal Motor Carrier Safety Administration (“FMCSA”) in Washington, D.C.
2. The Plaintiff, Lexon, is a Texas corporation, authorized to transact business in the State of Tennessee with its principal place located in Mt. Juliet, Tennessee.
3. The Defendant, LNR Logistics, LLC, is a Texas limited liability company with its principal place of business located in Richardson, Texas, and is an indemnitor.
4. The Defendant Daniel H. Faircloth, Jr. is a managing member of LNR Logistics, LLC and is an individual indemnitor.
5. The Defendant Tracy Faircloth is the spouse of Daniel H. Faircloth and is an individual indemnitor.
6. The other individual defendants are claimants under a federal broker bond issued by Lexon to LNR Logistics, LLC.

COUNT I

INTERPLEADER

7. On January 9, 2018, Lexon, as surety, pursuant to 49 U.S.C. §13906(b), wrote a Broker’s Surety Bond No. 1147560, Form BMC-84 (hereinafter the “Bond”), in the penal sum of \$75,000.00 for LNR Logistics, LLC, as principal, in favor of the United States of

America for the use and benefit of any and all motor carriers or shippers to whom may be legally liable for damages as described in said Bond.

8. Lexon has received notice of multiple claims under its Bond by various bond claimants of LNR and who are named Interpleader Defendants herein. Based on present information, the total amount of said claims is in excess of \$727,359.99.
9. Lexon believes and expects that further claims are forthcoming and that the total of all claims, now and hereinafter submitted under the terms of the Bond will exceed the penal sum of \$75,000.
10. Lexon seeks herein to pay the total penal sum of the Bond, \$75,000 into the Court for disbursement as the Court deems proper.
11. Based on information and belief, the following entities are current or potential claimants under the Bond.

<u>CLAIMANT</u>	<u>CLAIM AMOUNT</u>
TBS FACTORING SERVICE, LLC, ASSIGNEE OF 2ND CHANCE TRANSPORT, INC	\$1,480.44
OTR CAPITAL, ASSIGNEE OF 5 STAR SOUTH AUTO TRANSPORT INC	\$5,385.60
INTEGRA FUNDING SOLUTIONS, ASSIGNEE OF ABS AUTO CARRIERS LLC	\$13,272.64
ACE TRUCK & TRAILER LLC	\$4,600.00
TBS FACTORING SERVICE, LLC, ASSIGNEE OF ALWAYS AUTO TRANSPORT LLC	\$15,221.88
AMERICAN AUTO TRANSPORT INC.	\$2,360.96
ANDY & SONS AUTOTRANS INC	\$1,000.00
ANS TRANSPORT LLC	\$800.00
ARARAT TRANSPORTATION, INC.	\$7,171.15

ATGT TRANSPORTATION LLC	\$3,994.22
AY TRUCKING INC	\$6,933.76
BAD BOY TRANSPORT INC.	\$3,626.72
CLAUDIA AUTO TRANSPORT, LLC	\$13,742.00
COASTAL AUTO TRANSPORT LLC	\$3,860.55
WEX BANK, ASSIGNEE OF COASTAL AUTO TRANSPORT LLC	\$44,190.55
CODY MORROW D/B/A MORROW TRANSPORT	\$3,982.59
COMER'S CAR-GO LLC	\$1,141.46
VOLTURN LLC, ASSIGNEE OF CONTINENTAL TRANSPORT EXPRESS, LLC	\$8,311.35
CRC TRANSPORT LLC	\$3,681.00
DEALER LOGISTICS LLC	\$1,978.00
DIESEL AUTO EXPRESS LLC	\$16,247.13
COREFUND CAPITAL, ASSIGNEE OF DIOR MOVE MOTORS LLC	\$6,585.26
DK EXPRESS INC	\$4,235.00
PORTER BILLING SERVICES, ASSIGNEE OF DRIVEN UNLIMITED LLC	\$11,213.91
DYLAN EXPRESS CORP	\$10,111.00
FIRST BANK & TRUST D/B/A FIRSTLINE FUNDING GROUP, ASSIGNEE OF EAST LINES GROUP LLC	\$4,462.50
EASTSIDE CARS LLC	\$540.13
TBS FACTORING SERVICE, LLC, ASSIGNEE OF EASY AUTO TRANSPORT INC	\$5,087.56
EXPEDITE LOGISTICS INC	\$21,816.48
APEX CAPITAL, ASSIGNEE OF EXPEDITE LOGISTICS INC	\$5,667.86

WEX BANK, ASSIGNEE OF FAST CRAFT TRANSPORTATION LLC	\$60,957.26
FBI EXPRESS INC	\$26,632.39
INTEGRA FUNDING SOLUTIONS, ASSIGNEE OF FIELDS & FIELDS TRANSPORT LLC	\$16,253.80
G & R HEAVY HAULIN CORP	\$11,495.00
GREAT SILK RD TRANSPORTATION INC	\$5,107.50
HAPPY AUTO TRANSPORT, CORP	\$5,373.31
APEX CAPITAL CORP, ASSIGNEE OF HEAVY HAUL SOLUTIONS LLC	\$2,015.00
HIGH END AUTO TRANSPORT LLC	\$1,025.00
ID TRANSPORT INC	\$4,743.36
INROAD AUTOMOBILE, INC.	\$19,915.65
JANA TRANSPORTATION INC	\$1,700.00
JOHN LARRY YODER D/B/A JOHN L EXPRESS	\$1,961.00
TBS FACTORING SERVICE, LLC, ASSIGNEE OF KEEP IT MOVIN TRANSPORT LLC	\$19,859.24
LAMIL DIESEL SERVICES	\$43,531.83
LONGMILE AUTO HAUL INC.	\$36,174.24
MC TRANSPORTATION LLC	\$1,822.60
BIBBY TRANSPORTATION FINANCE, ASSIGNEE OF MCDUFFIE AUTO TRANSPORT, INC.	\$3,513.00
COREFUND CAPITAL, ASSIGNEE OF MIKE MOVE MOTORS LLC	\$2,502.90
MONWAY EXPRESS, LLC	\$15,688.09
EXPRESS FREIGHT FINANCE, ASSIGNEE OF MOORE & MORE TRANSPORT LLC	\$2,084.80

MUELLER AUTOMOBILE TRANSPORT LLC D/B/A SUPER TRANSPORT	\$5,768.60
NATIONAL SPECIALTY CONTRACTING, LLC D/B/A NATIONAL	\$3,912.00
OK TRANS LLC	\$12,526.87
PHOENIX CAPITAL GROUP, ASSIGNEE OF ONLY WAY LLC	\$860.80
ORGIL AUTO INC.	\$35,068.99
PAPER IMPEX USA INC	\$16,723.40
RGV AUTO TRANSPORT INC	\$3,790.15
ACCUTRAC CAPITAL, ASSIGNEE OF RND TRANSPORT LLC	\$10,636.28
S&S USED AUTO SALES LLC D/B/A S&S AUTO TRANSPORT	\$1,885.42
CAPITAL CREDIT, ASSIGNEE OF SCOTT JOHN SANCHEZ D/B/A SANCHEZ AUTO TRANSPORT	\$7,800.00
SELECT AUTOMOTIVE GROUP, LLC	\$1,000.00
STATE WIDE TRANSPORTATION INC	\$4,077.75
STEARNY TRANSPORT LLC	\$6,016.74
TBS FACTORING SERVICE, LLC, ASSIGNEE OF T&M TRUCKING LLC	\$19,143.33
TAURUS AUTO GROUP INC	\$19,894.92
TAYLOR AUTO TRANSPORT INC	\$1,497.74
UMBRELLA AUTO TRANSPORT INC	\$8,599.69
FIRST BANK & TRUST D/B/A FIRSTLINE FUNDING GROUP, ASSIGNEE OF UNITED EAGLE INC	\$2,999.92
PORTER BILLING SERVICES, ASSIGNEE OF UPSTATE AUTO HAUL LLC	\$12,980.83
US AUTO TRANSPORT INC	\$2,518.62
OTR CAPITAL, ASSIGNEE OF US AUTO TRANSPORT INC	\$14,631.55

COREFUND CAPITAL, ASSIGNEE OF VALTER & SONS LLC	\$7,891.70
WHITE HAWKS AUTO LLC	\$4,250.00
BIBBY TRANSPORTATION FINANCE, ASSIGNEE OF WINFREE TRANSPORTATION LLC	\$4,002.06
Z PROMOTION LLC	\$3,824.96
<u>GRAND TOTAL</u>	<u>\$727,359.99</u>

12. Each of the Defendants herein should be required to demonstrate their claim against the Bond or be barred from thereafter making a claim against the Bond.
13. The Defendant, LNR, should be required to submit any defense to any claim of the Interpleader Defendants or be barred from contesting liability under the bond, and/or contesting its liability to Lexon under the Indemnity Agreement.
14. Lexon claims an interest in any bond proceeds that may remain after disposition of same.

COUNT II

INDEMNITY

15. Lexon hereby restates, reiterates, and realleges each and every allegation set forth in Paragraphs 1-14 above as if fully set out herein verbatim.
16. Prior to Lexon agreeing to write the aforementioned Bond for LNR, Lexon requested that an application for said bond be completed by the indemnitors. The indemnitors agreed to Lexon's request and completed and executed an Indemnity Agreement attached hereto as Appendix A.
17. The Indemnity Agreement states as follows:

1. The indemnitor(s) shall pay the premiums and renewal premiums for each Bond issued hereunder, inclusive of initial, fully earned premium and all subsequent renewals, extensions or modifications until the Surety has received written legal evidence, satisfactory to the Surety, of its discharge from any and all such Bond(s) and all liability related thereto; 2. The Indemnitor(s) agree to fully

indemnify the Surety and to defend and save it harmless from any and all liability, expenses and losses incurred as a result of the issuance of the Bond(s), of whatsoever kind or nature, including the enforcement of this agreement, but not limited to interest, costs, attorney's fees, incurred by the Surety by reason of any claims against the Surety under any such Bond(s) issued by Surety; 3. To waive, and does hereby waive, all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province; 4. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bond(s). An itemized statement of, or sworn voucher from, Surety attesting to the loss shall be *prima facie* evidence of the loss. Indemnitor(s) expressly waive notice of any claim or demand against the Bond(s) or information provided to the Surety; 5. If Surety establishes a reserve account, the Indemnitor(s) shall immediately upon demand provide Surety with collateral acceptable to Surety equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a loss, or at any given point that Surety determines collateralization is required for any reason. Surety may retain the collateral until all actual and potential claims and losses of any type against the Bond(s) are exonerated and all loss is fully reimbursed; 6. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such Bond(s) or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. 7. If the Surety shall procure any other surety or sureties to execute or join with it in executing, or to reinsure said bond, this instrument shall inure to the benefit of such other surety or sureties, it's or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this Instrument, and in that event the word "Surety", wherever used herein, shall be deemed to include such other company or companies, as their respective interests may appear; 8. A facsimile, photocopy, electronic or optical reproduction of this agreement shall be valid, effective and enforceable fully admissible in a court of law with the same force and effect as the original; and 9. This agreement shall be liberally construed so as to fully protect and indemnify the Surety.

18. Pursuant to the forgoing agreement, the Defendant LNR Logistics, LLC, Daniel H. Faircloth, Jr. and Tracy Faircloth, as individual indemnitors, agreed to indemnify and hold harmless Lexon from any losses, costs or expenses, including attorney's fees incurred by Lexon herein.

19. Because of the number of claimants and potential claimants under the bond, Lexon expects to incur losses related to same, and to incur attorney's fees, costs and expenses related to same, as well as the prosecution of this action.
20. Lexon is entitled to judgment against each indemnitor, jointly and severally, for all of its losses, costs, and expenses, including attorney's fees incurred herein, pursuant to the terms and conditions of the Indemnity Agreement in favor of Lexon.

COUNT III

SPECIFIC PERFORMANCE

21. Lexon hereby restates, reiterates and realleges each and every allegation set forth in Paragraphs 1-20 above as if fully set out herein verbatim.
22. Lexon has demanded that the Defendants honor their obligations to it under the Indemnity Agreement, and the Defendants have refused and continue to refuse to do the same.
23. Lexon is entitled to specific performance of the Indemnity Agreement, and to be placed in funds or to receive collateral from the Defendants in an amount equal to Lexon's loss and potential losses under its Bonds which amount is currently estimated to be \$75,000.
24. Lexon reserves the right to supplement this Complaint to conform to its actual losses under the Bond.

NOW, WHEREFORE, the Plaintiff, Lexon Insurance Company, demands:

1. That each of the Interpleader Defendants named herein or joined herein be prohibited from commencing any action against the Plaintiff, Lexon Insurance Company, on the Bond;

2. That an order or judgment be entered that no Interpleader Defendant is entitled to the proceeds of the Bond or any part of it until and after all Interpleader Defendants have asserted their rights to the proceeds;

3. That the Plaintiff, Lexon Insurance Company, be discharged and released from all liability under it Bond upon payment of its \$75,000 into Court;

4. Judgment, joint and several against the Defendant Indemnitors, LNR Logistics, LLC, Daniel H. Faircloth, Jr. and Tracy Faircloth, and each of them, for its losses, costs, and expenses, including attorney's fees incurred herein in an amount to be determined by the Court; and

5. Judgment for specific performance under the terms and conditions of the Indemnity Agreement requiring the indemnitors, jointly and severally, to deposit with Lexon Insurance Company, the amount of \$75,000.

6. For any and all other relief which the Court may deem appropriate.

Respectfully submitted,

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